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January 11, 2002

OFFICE OF THE
EXECUTIVE SECRETARY

Mr. David Waddell
Executive Director
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243

Re: In Re: Petition of MCImetro Access Transmission Services, LLC
and Brooks Fiber Communications of Tennessee, Inc. for
Arbitration of Certain Terms and Conditions of Proposed
Agreement with BellSouth Telecommunications, Inc.
Concerning Interconnection and Resale Under the
Telecommunications Act of 1996
Docket No. 00-00309

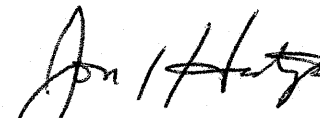
Dear Mr. Waddell:

Enclosed please find an original and thirteen (13) copies of a new Page 3 to replace
Page 3 of the Supplemental Brief on Issue 67 of WorldCom filed earlier today which we would
appreciate your filing in the above-referenced docket.

Thank you for your attention to this matter.

Very truly yours,

BOULT, CUMMINGS, CONNERS & BERRY, PLC

By: 
Jon E. Hastings

JEH/th

Enclosures

cc: Guy M. Hicks, Esq.
Dulaney L. O'Roark III, Esq.
Susan Berlin, Esq.

Transcript of Dec. 18, 2001 Directors' Conference at 23-24. The statement of Mr. Hicks demonstrates BellSouth's belief and understanding that "rights-of-way" include BellSouth's interest in real property, which interest may be in the form of a right-of-way, an easement, fee ownership or any other form.

The proposed Interconnection Agreement defines right-of-way as:

...the right to use the land or other property of BellSouth to place poles, conduits, cables, other structures and equipment, or to provide passage to access such structures and equipment. A Right-of-Way may run under, on, above, across, along or through public or private property or enter multi-unit buildings...

MCImetro/BellSouth Interconnection Agreement, Attachment 6 at §2.23. This is consistent with, and has the effect of, capturing the provisions of the Pole Attachment Act (47 USC §224) which requires BellSouth to provide access to poles, ducts, conduits or rights-of-way it owns or controls. Thus, it is clear from the Pole Attachment Act that BellSouth's conveyance of poles, ducts, conduits or rights-of-way is subject to the license of WorldCom. In addition, WorldCom's position is that "property", as it is used in Issue 67, includes BellSouth's rights in real property, whether arising by virtue of a right-of-way, an easement, fee ownership or any other form of real property interest.

II. Any conveyance by BellSouth of its property upon which a license has been granted to WorldCom, should be subject to the license of WorldCom.

If BellSouth wishes to convey to a third party property or its rights in property in which BellSouth has previously granted to WorldCom a license, the conveyance should be subject to the WorldCom license. Tennessee common law provides that the third party in such an instance would receive the property subject to WorldCom's license. Additionally, requiring that the third party take the property subject to WorldCom's license protects the investment in facilities that WorldCom will make in reliance on the license and places no unreasonable burdens on BellSouth. For these reasons, the Authority should adopt that language that WorldCom has proposed on this issue.